

NATURE OF THE ACTION

1
2 1. This is an action brought by Plaintiff against Forescout Technologies, Inc.
3 (“Forescout” or the “Company”) and the members of Forescout’s Board of Directors (the “Board” or
4 the “Individual Defendants”) for their violations of Sections 14(a) and 20(a) of the Securities
5 Exchange Act of 1934 (the “Exchange Act”), 15 U.S.C. §§ 78n(a), 78t(a), and U.S. Securities and
6 Exchange Commission (“SEC”) Rule 14a-9, 17 C.F.R. § 240.14a-9, and to enjoin the vote on a
7 proposed transaction, pursuant to which Forescout will be acquired by an investor group led by
8 Advent International Corporation (“Advent”) and Crosspoint Capital Partners (“Crosspoint”) through
9 Advent’s affiliates Ferrari Group Holdings, L.P. (“Parent”) and Ferrari Merger Sub, Inc. (“Merger
10 Sub”) (the “Proposed Transaction”).
11

12 2. On February 6, 2020, Forescout issued a press release announcing that it had entered
13 into an Agreement and Plan of Merger dated February 6, 2020 (the “Merger Agreement”) to sell
14 Forescout to Advent. Under the terms of the Merger Agreement, each holder of Forescout common
15 stock will receive \$33.00 in cash for each share of Forescout common stock they own (the “Merger
16 Consideration”). The Proposed Transaction is valued at approximately \$1.87 billion.
17

18 3. On March 3, 2020, Forescout filed a Schedule 14A Preliminary Proxy Statement (the
19 “Proxy Statement”) with the SEC. The Proxy Statement, which recommends that Forescout
20 stockholders vote in favor of the Proposed Transaction, omits or misrepresents material information
21 concerning, among other things: (i) the Company’s financial projections and the data and inputs
22 underlying the financial valuation analyses that support the fairness opinion provided by the
23 Company’s financial advisor, Morgan Stanley & Co. LLC (“Morgan Stanley”); and (ii) Morgan
24 Stanley’s and Company insiders’ potential conflicts of interest. Defendants authorized the issuance
25 of the false and misleading Proxy Statement in violation of Sections 14(a) and 20(a) of the Exchange
26 Act.
27
28

1 4. In short, unless remedied, Forescout's public stockholders will be irreparably harmed
2 because the Proxy Statement's material misrepresentations and omissions prevent them from making
3 a sufficiently informed voting or appraisal decision on the Proposed Transaction. Plaintiff seeks to
4 enjoin the stockholder vote on the Proposed Transaction unless and until such Exchange Act
5 violations are cured.

6
7 **JURISDICTION AND VENUE**

8 5. This Court has jurisdiction over the claims asserted herein for violations of Sections
9 14(a) and 20(a) of the Exchange Act and Rule 14a-9 promulgated thereunder pursuant to Section 27
10 of the Exchange Act, 15 U.S.C. § 78aa, and 28 U.S.C. §1331 (federal question jurisdiction).

11 6. The Court has jurisdiction over defendants because each defendant is either a
12 corporation that conducts business in and maintains operations in this District, or is an individual who
13 has sufficient minimum contacts with this District so as to render the exercise of jurisdiction by this
14 Court permissible under traditional notions of fair play and substantial justice.

15 7. Venue is proper in this District under Section 27 of the Exchange Act, 15 U.S.C. §
16 78aa, as well as under 28 U.S.C. § 1391 because: (i) the Company's principal executive offices are
17 located in this District; (ii) one or more of the defendants either resides in or maintains executive
18 offices in this District; and (iii) defendants have received substantial compensation in this District by
19 doing business here and engaging in numerous activities that had an effect in this District.
20

21 **THE PARTIES**

22 8. Plaintiff is, and has been at all times relevant hereto, a continuous stockholder of
23 Forescout.
24

25 9. Defendant Forescout is a Delaware corporation, with its principal executive offices
26 located at 190 West Tasman Drive, San Jose, California 95134. The Company delivers device
27 visibility and control to enable enterprises and government agencies to gain complete situational
28

1 awareness of their environment and orchestrate action. Forescout's common stock trades on the
2 NASDAQ Global Market under the ticker symbol "FSCT."

3 10. Defendant Mark Jensen ("Jensen") has been a director of the Company since May
4 2013.

5 11. Defendant Yehezkel Yeshurun ("Yeshurun") has been a director of the Company since
6 April 2000. Defendant Yeshurun previously served as Chair of the Board from September 2001 to
7 July 2003.

8 12. Defendant Enrique Salem ("Salem") has been a director of the Company since
9 September 2013.

10 13. Defendant Theresia Gouw ("Gouw") serves as Chair of the Board and has been a
11 director of the Company since July 2001.

12 14. Defendant James Beer ("Beer") has been a director of the Company since August
13 2016.

14 15. Defendant Michael DeCesare ("DeCesare") has been President, Chief Executive
15 Officer ("CEO") and a director of the Company since March 2015.

16 16. Defendant David G. DeWalt ("DeWalt") has been Vice-Chair and a director of the
17 Company since June 2015.

18 17. Defendant Elizabeth Hackenson ("Hackenson") has been a director of the Company
19 since June 2019.

20 18. Defendant Kathy McElligott ("McElligott") has been a director of the Company since
21 June 2019.

22 19. Defendants identified in paragraphs 10-18 are referred to herein as the "Board" or the
23 "Individual Defendants."
24
25
26
27
28

OTHER RELEVANT ENTITIES

20. Headquartered in Boston, Massachusetts, and founded in 1984, Advent is one of the largest and most experienced global private equity firms. With offices on four continents, it maintains a globally integrated team of more than 200 investment professionals, focused on buyouts and growth equity investments in five core sectors. Since initiating its private equity strategy in 1989, Advent has invested \$48 billion in over 350 private equity investments across 41 countries, and as of September 30, 2019, managed \$56.6 billion in assets.

21. Crosspoint is a private equity investment firm headquartered in Woodside, California, focused on the cybersecurity and privacy categories.

22. Parent is a Delaware limited partnership and an affiliate of Advent.

23. Merger Sub is a Delaware corporation and a wholly owned indirect subsidiary of Parent.

SUBSTANTIVE ALLEGATIONS

Background of the Company

24. Founded in 2000 and headquartered in San Jose, California, Forescout is the leading provider of device visibility and control solutions. The Company's unified security platform enables enterprises and government agencies to gain complete situational awareness of their extended enterprise environment and orchestrate actions to reduce cyber and operational risk. Forescout products deploy quickly with agentless, real-time discovery and classification of every IP-connected device, as well as continuous posture assessment. As of December 31, 2019, more than 3,700 customers in over 90 countries rely on Forescout's infrastructure-agnostic solution to reduce the risk of business disruption from security incidents or breaches, ensure and demonstrate security compliance and increase security operations productivity.

25. On February 6, 2020, Forescout announced its fourth quarter and full year 2020 financial results, including fourth quarter revenue of \$91.3 million, compared to \$84.7 million in the fourth quarter of 2018, and full year revenue of \$336.8 million, compared to \$297.7 million in the full year 2019. License revenue for the quarter was \$48.4 million, an increase of 2% over the fourth quarter of 2018. Subscription revenue was \$37.6 million, an increase of 14% over the fourth quarter of 2018, and professional services revenue was \$5.3 million, an increase of 23% over the fourth quarter of 2018. Defendant DeCesare commented on the results, stating:

Our results for the fourth quarter reflect strength across many parts of the business as we continue to see strong demand for device control and visibility across all segments of the market. We expanded our market footprint with the addition of 160 new logos and 3.2 million new devices under management and we are making progress toward our transition to a more ratable revenue model, as demonstrated by a greater mix of term-based license contracts and strong initial results for eyeSegment, our first software as a service product. We continued to face macro and execution challenges in EMEA, however, we are taking steps to improve those variables that are within our control. Finally, we are excited about the transaction we announced today with Advent International, which positions us for long-term success in the large and growing market for device visibility and control.

The Proposed Transaction

26. On February 6, 2020, Forescout issued a press release announcing the Proposed Transaction. The press release states, in relevant part:

SAN JOSE, Calif., Feb. 06, 2020 (GLOBE NEWSWIRE) -- Forescout Technologies, Inc. (NASDAQ:FSCT, "Forescout"), the leader in device visibility and control, today announced that it has entered into a definitive agreement under which Advent International ("Advent"), one of the largest and most experienced global private equity investors, will acquire all outstanding shares of Forescout common stock for \$33.00 per share in an all-cash transaction valued at \$1.9 billion. Advent will be joined by Crosspoint Capital Partners ("Crosspoint Capital"), a private equity investment firm focused on the cybersecurity and privacy industries, as a co-investor and advisor.

The purchase price represents a premium of approximately 30% over Forescout's closing share price of \$25.45 on October 18, 2019, the last full trading day prior to the release of the 13-D filings by Corvex Management L.P. and Jericho Capital Asset Management L.P. on October 21, 2019, which disclosed they had formed a partnership to approach Forescout and accumulated a combined 14.5% ownership in the company. Upon completion of the transaction, Forescout will become a private company with the flexibility to continue investing in the development and deployment of leading-

1 edge cybersecurity products and solutions that serve the evolving needs of enterprise
2 customers. CEO and President Michael DeCesare will continue to lead the company,
and Forescout will continue to be headquartered in San Jose, California.

3 “Forescout has established itself as a leader in device visibility and control, with the
4 most advanced platform in the market,” said Michael DeCesare, CEO and President,
5 Forescout. “We are still in early innings of a large market opportunity as every
6 organization needs visibility into what is connecting to their network and how to
7 mitigate against high risk devices, including non-traditional IoT and OT devices. This
8 transaction represents an exciting new phase in the evolution of Forescout. We are
9 excited to be partnering with Advent International and Crosspoint Capital, premier
firms with security DNA and track records of success in strengthening companies and
supporting them through transitional times. We look forward to working with Advent
and Crosspoint Capital to advance our strategic objectives and want to thank our
employees for their continued hard work and commitment to Forescout.”

10 “We are pleased to have reached this agreement with Advent, which delivers
11 significant immediate value to shareholders, and positions Forescout to continue
12 meeting and exceeding the expectations of our customers,” said Theresia Gouw, Chair
13 of the Forescout Board. “This transaction, which is the result of a robust process
14 conducted by the Board of Directors with the assistance of independent legal and
15 financial advisors, is a testament to the value Forescout has created and the reputation
16 our team has built. In making its determination, the Board of Directors considered the
likely volatility associated with the business model transition to ratable revenue
recognition, changes to our go-to-market initiatives, particularly in EMEA, and timing
of significant eight-figure deals, while managing to quarterly street estimates as a
publicly traded company. We are confident that this transaction is the best path
forward for Forescout and our stakeholders.”

17 “Forescout is an ideal partner for Advent — as it’s a mission-critical business
18 positioned to capitalize on key tech megatrends,” said Bryan Taylor, head of Advent’s
19 technology investment team and a Managing Partner in Palo Alto. “The company has
20 differentiated itself from its core competitors with its proprietary, agentless
21 technology, making it ideal for large, complex organizations in a rapidly evolving
22 cyber risk landscape. In partnership with Greg Clark and the Crosspoint Capital team,
Advent is thrilled to work with Forescout to build on its record of innovation and
continue delivering world-class cybersecurity solutions to customers for years to
come.”

23 “As enterprises continue to shift to the cloud and decentralized networks, today’s chief
24 information security officers are looking for secure solutions to increase visibility and
25 provide orchestration, making their network controls more seamless,” said Greg Clark,
26 Managing Partner at Crosspoint Capital. “Forescout’s platform is already ahead of the
27 curve, and we believe we can further advance the company’s market position by
28 applying the collective experience and expertise in cybersecurity software of the
Advent and Crosspoint Capital team.”

Transaction Details

1 Under the terms of the agreement, which has been unanimously approved by the
2 Forescout Board of Directors, Forescout shareholders will receive \$33.00 in cash for
3 each share of common stock they own.

4 The agreement includes a 30-day "go-shop" period expiring on March 8, 2020, which
5 permits Forescout's Board of Directors and advisors to solicit alternative acquisition
6 proposals from third parties. Forescout will have the right to terminate the merger
7 agreement to enter into a superior proposal subject to the terms and conditions of the
8 merger agreement. There can be no assurance that this "go-shop" will result in a
9 superior proposal, and Forescout does not intend to disclose developments with respect
10 to the solicitation process unless and until it determines such disclosure is appropriate
11 or is otherwise required.

12 The transaction is expected to close in the second calendar quarter of 2020, subject to
13 customary closing conditions, including approval by Forescout shareholders and
14 receipt of regulatory approvals. Upon completion of the transaction, Forescout
15 common stock will no longer be listed on any public market.

16 **Insiders' Interests in the Proposed Transaction**

17 27. Forescout insiders are the primary beneficiaries of the Proposed Transaction, not the
18 Company's public stockholders. The Board and the Company's executive officers are conflicted
19 because they will have secured unique benefits for themselves from the Proposed Transaction not
20 available to Plaintiff and the public stockholders of Forescout.

21 28. Notably, Forescout insiders stand to reap substantial financial benefits for securing the
22 deal with Advent. Pursuant to the Merger Agreement, all outstanding options, performance-based
23 stock units ("PSU"), and restricted stock units ("RSU") will vest and convert into the right to receive
24 the Merger Consideration. The following tables summarize the value of the Company options, PSUs
25 and RSUs that Company insiders stand to receive:
26
27
28

Name	Shares Held Directly ⁽¹⁾		In-the-Money Forescout Options ⁽²⁾		Forescout RSUs and Forescout PSUs ⁽³⁾		
	Number of Shares (#)	Value of Shares (\$)	Number of Shares Subject to Vested Portion (#)	Value of Shares Subject to Vested Portion (\$)	Number of Shares (#)	Value (\$)	Total (\$)
Michael DeCesare	355,316	11,725,428	505,964	11,990,977	296,954	9,799,482	33,515,887
Christopher Harms ⁽⁴⁾	124,726	4,115,958	22,212	513,541	134,295	4,431,735	9,061,234
Pedro Abreu	22,576	745,008	142,340	3,410,023	96,602	3,187,866	7,342,897
Darren J. Milliken	327	10,791	67,740	1,594,952	37,073	1,223,409	2,829,152
Theresia Gouw ⁽⁵⁾	90,873	2,998,809	—	—	4,885	161,205	3,160,014
James Beer	13,233	436,689	—	—	29,885	986,205	1,422,894
David DeWalt	437,863	14,449,479	—	—	55,435	1,829,355	16,278,834
T. Kent Elliott ⁽⁶⁾	30,835	1,017,555	—	—	—	—	1,017,555
Elizabeth Hackenson	—	—	—	—	13,833	456,489	456,489
Mark Jensen	—	—	95,139	2,537,111	4,885	161,205	2,698,316
Rami Kalish ⁽⁷⁾	—	—	—	—	—	—	—
Kathy McElligott	—	—	—	—	13,833	456,489	456,489
Enrique Salem ⁽⁸⁾	321,873	10,621,809	—	—	4,885	161,205	10,783,014
Hezy Yeshurun ⁽⁹⁾	320,942	10,591,086	—	—	4,885	161,205	10,752,291

29. Moreover, if they are terminated in connection with the Proposed Transaction, Forescout's named executive officers will receive substantial cash severance payments in the form of golden parachute compensation as set forth in the following table:

Name	Cash (\$) ⁽¹⁾	Equity (\$) ⁽²⁾	Perquisites/ Benefits (\$) ⁽³⁾	Total (\$) ⁽⁴⁾
Michael DeCesare	1,000,000	9,799,482	28,831	10,828,313
Christopher Harms	725,000	4,431,735	28,831	5,185,566
Pedro Abreu	750,000	3,187,866	28,831	3,966,697
Darren J. Milliken	495,175	1,223,409	9,190	1,727,774

The Proxy Statement Contains Material Misstatements or Omissions

30. The defendants filed a materially incomplete and misleading Proxy Statement with the SEC and disseminated it to Forescout's stockholders. The Proxy Statement misrepresents or omits material information that is necessary for the Company's stockholders to make an informed decision whether to vote in favor of the Proposed Transaction or seek appraisal.

31. Specifically, as set forth below, the Proxy Statement fails to provide Company stockholders with material information or provides them with materially misleading information concerning: (i) the Company's financial projections and the data and inputs underlying the financial valuation analyses that support the fairness opinion provided by the Company's financial advisor, Morgan Stanley; and (ii) Morgan Stanley's and Company insiders' potential conflicts of interest.

Material Omissions Concerning the Company's Financial Projections and Morgan Stanley's

1 ***Financial Analyses***

2 32. The Proxy Statement omits material information regarding Company management's
3 financial projections.

4 33. For example, the Proxy Statement fails to disclose the Company's tax savings from
5 net operating loss utilization over the projection period, for each of the "Target Plan" and "Alternate
6 Plan."

7 34. Additionally, the Proxy Statement omits material information regarding Morgan
8 Stanley's financial analyses.

9 35. The Proxy Statement describes Morgan Stanley's fairness opinion and the various
10 valuation analyses it performed in support of its opinion. However, the description of Morgan
11 Stanley's fairness opinion and analyses fails to include key inputs and assumptions underlying these
12 analyses. Without this information, as described below, Forescout's public stockholders are unable
13 to fully understand these analyses and, thus, are unable to determine what weight, if any, to place on
14 Morgan Stanley's fairness opinion in determining whether to vote in favor of the Proposed
15 Transaction or seek appraisal.

16 36. With respect to Morgan Stanley's *Discounted Equity Value Analysis*, the Proxy
17 Statement fails to disclose: (i) the terminal values for the Company; (ii) quantification of the inputs
18 and assumptions underlying the discount rate of 10.8%; (iii) projected net cash; and (iv) the fully
19 diluted shares of Company common stock used in the analysis.

20 37. With respect to Morgan Stanley's *Discounted Cash Flow Analysis*, the Proxy
21 Statement fails to disclose: (i) the value of the Company's existing and newly created tax attributes;
22 (ii) the terminal values for the Company for each of the Target Plan and Alternate Plan; (iii) the metric
23 the perpetuity growth rates were applied to in calculating the terminal values for the Company, and
24 quantification thereof; (iv) the implied terminal multiples resulting from the analysis; (v)
25
26
27
28

1 quantification of the inputs and assumptions underlying the discount rates ranging from 9.8% to
 2 11.8%; (vi) Forescout's cash and debt as of December 31, 2019; and (vii) the fully diluted shares of
 3 Company common stock as of February 3, 2020, utilized in the analysis.

4 38. Without such undisclosed information, Forescout stockholders cannot evaluate for
 5 themselves whether the financial analyses performed by Morgan Stanley were based on reliable
 6 inputs and assumptions or whether they were prepared with an eye toward ensuring that a positive
 7 fairness opinion could be rendered in connection with the Proposed Transaction. In other words, full
 8 disclosure of the omissions identified above is required in order to ensure that stockholders can fully
 9 evaluate the extent to which Morgan Stanley's opinion and analyses should factor into their decision
 10 whether to vote in favor of or against the Proposed Transaction or seek appraisal.

12 39. The omission of this material information renders the statements in the "Financial
 13 Forecasts" and "Opinion of Morgan Stanley" sections of the Proxy Statement false and/or materially
 14 misleading in contravention of the Exchange Act.

15 ***Material Omissions Concerning Morgan Stanley's and Company Insiders' Potential Conflicts of***
 16 ***Interest***

17 40. The Proxy Statement fails to disclose material information concerning the conflicts of
 18 interest faced by Morgan Stanley.

19 41. The Proxy Statement sets forth:

21 In the two years prior to the date of Morgan Stanley's opinion, Morgan Stanley and its
 22 affiliates have provided financial advisory and financing services for Forescout and
 23 have received approximately \$3.1 million in fees in connection with such services. In
 24 the two years prior to the date of Morgan Stanley's opinion, Morgan Stanley and its
 25 affiliates have provided financial advisory and financing services for Advent and its
 26 affiliates (an affiliate of Advent is the ultimate controlling stockholder of Parent) and
 27 have received approximately \$30.0 million to \$50.0 million in fees in connection with
 28 such services. Morgan Stanley may also seek to provide financial advisory and
 financing services to Advent, Parent and Forescout and their respective affiliates in
 the future and would expect to receive fees for the rendering of these services.

1 *Id.* at 59. The Proxy Statement, however, fails to disclose the specific financial advisory and financing
2 services Morgan Stanley and its affiliates have provided to Forescout and Advent and its affiliates.

3 42. Additionally, the Proxy Statement fails to disclose material information concerning
4 the potential conflicts of interest faced by Company insiders.

5 43. The Proxy Statement sets forth:

6 As of the date of this proxy statement, none of Forescout's executive officers have
7 (1) reached an understanding on potential employment or other retention terms with
8 the surviving corporation or with Advent, Parent or Merger Sub; or (2) entered into
9 any definitive agreements or arrangements regarding employment or other retention
10 with the surviving corporation or with Advent, Parent or Merger Sub to be effective
11 following the consummation of the merger. However, prior to the effective time of the
12 merger, Advent, Parent or Merger Sub may initiate discussions regarding employment
or other retention terms and may enter into definitive agreements regarding
employment or retention for certain of Forescout's employees to be effective as of the
effective time of the merger.

13 *Id.* at 72. However, the February 6, 2020 press release announcing the Proposed Transaction states
14 that defendant DeCesare "will continue to lead the company." Yet, the Proxy Statement fails to
15 disclose the specific details of all employment and retention-related discussions and negotiations that
16 occurred between Advent and Forescout executive officers and directors, including who participated
17 in all such communications, when they occurred and their content. The Proxy Statement further fails
18 to disclose whether any of Advent's proposals or indications of interest mentioned management
19 retention, consulting arrangements, cash, stock and co-investment opportunities, or equity
20 participation in the combined company.

22 44. Communications regarding post-transaction employment and merger-related benefits
23 during the negotiation of the underlying transaction must be disclosed to stockholders. This
24 information is necessary for stockholders to understand potential conflicts of interest of management
25 and the Board, as that information provides illumination concerning motivations that would prevent
26 fiduciaries from acting solely in the best interests of the Company's stockholders.
27
28

45. The omission of this material information renders the statements in the “Background of the Merger” and “Interests of Forescout’s Directors and Executive Officers in the Merger” sections of the Proxy Statement false and/or materially misleading in contravention of the Exchange Act.

46. The Individual Defendants were aware of their duty to disclose the above-referenced omitted information and acted negligently (if not deliberately) in failing to include this information in the Proxy Statement. Absent disclosure of the foregoing material information prior to the stockholder vote on the Proposed Transaction, Plaintiff and the other stockholders of Forescout will be unable to make an informed voting or appraisal decision in connection with the Proposed Transaction and are thus threatened with irreparable harm warranting the injunctive relief sought herein.

CLAIMS FOR RELIEF

COUNT I

Claims Against All Defendants for Violations of Section 14(a) of the Exchange Act and Rule 14a-9 Promulgated Thereunder

47. Plaintiff repeats all previous allegations as if set forth in full.

48. During the relevant period, defendants disseminated the false and misleading Proxy Statement specified above, which failed to disclose material facts necessary to make the statements, in light of the circumstances under which they were made, not misleading in violation of Section 14(a) of the Exchange Act and SEC Rule 14a-9 promulgated thereunder.

49. By virtue of their positions within the Company, the defendants were aware of this information and of their duty to disclose this information in the Proxy Statement. The Proxy Statement was prepared, reviewed, and/or disseminated by the defendants. It misrepresented and/or omitted material facts, including material information about the Company’s financial projections, the data and inputs underlying the financial valuation analyses that support the fairness opinion provided by Morgan Stanley, and Morgan Stanley’s and Company insiders’ potential conflicts of interest. The

1 defendants were at least negligent in filing the Proxy Statement with these materially false and
2 misleading statements.

3 50. The omissions and false and misleading statements in the Proxy Statement are material
4 in that a reasonable stockholder would consider them important in deciding how to vote on the
5 Proposed Transaction or seek to exercise their appraisal rights.

6 51. By reason of the foregoing, the defendants have violated Section 14(a) of the Exchange
7 Act and SEC Rule 14a-9(a) promulgated thereunder.

8 52. Because of the false and misleading statements in the Proxy Statement, Plaintiff is
9 threatened with irreparable harm, rendering money damages inadequate. Therefore, injunctive relief
10 is appropriate to ensure defendants' misconduct is corrected.

12 **COUNT II**

13 **Claims Against the Individual Defendants for**
14 **Violations of Section 20(a) of the Exchange Act**

15 53. Plaintiff repeats all previous allegations as if set forth in full.

16 54. The Individual Defendants acted as controlling persons of Forescout within the
17 meaning of Section 20(a) of the Exchange Act as alleged herein. By virtue of their positions as
18 officers and/or directors of Forescout, and participation in and/or awareness of the Company's
19 operations and/or intimate knowledge of the false statements contained in the Proxy Statement filed
20 with the SEC, they had the power to influence and control and did influence and control, directly or
21 indirectly, the decision-making of the Company, including the content and dissemination of the
22 various statements which Plaintiff contends are false and misleading.

24 55. Each of the Individual Defendants was provided with or had unlimited access to copies
25 of the Proxy Statement and other statements alleged by Plaintiff to be misleading prior to and/or
26 shortly after these statements were issued and had the ability to prevent the issuance of the statements
27 or cause the statements to be corrected.

disseminate the material information identified above to Forescout stockholders;

- B. In the event defendants consummate the Proposed Transaction, rescinding it and setting it aside or awarding rescissory damages to Plaintiff;
- C. Declaring that defendants violated Sections 14(a) and/or 20(a) of the Exchange Act, as well as SEC Rule 14a-9 promulgated thereunder;
- D. Awarding Plaintiff the costs of this action, including reasonable allowance for Plaintiff's attorneys' and experts' fees; and
- E. Granting such other and further relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all claims and issues so triable.

Dated: March 17, 2020

WEISSLAW LLP

Joel E. Elkins

By: /s/ Joel E. Elkins

Joel E. Elkins

9107 Wilshire Blvd., Suite 450

Beverly Hills, CA 90210

Telephone: 310/208-2800

Facsimile: 310/209-2348

-and-

Richard A. Acocelli

1500 Broadway, 16th Floor

New York, NY 10036

Telephone: 212/682-3025

Facsimile: 212/682-3010

Attorneys for Plaintiff